

App No 33041

SETTLEMENT AGREEMENT

Settlement Agreement made this ____ day of August, 1994, by and between Crepizze, Inc. (the "Applicant"), a District of Columbia corporation having its principal office at 3206 N Street, N.W., Washington, D.C. 20007, The Citizens Association of Georgetown ("CAG"), a District of Columbia not-for-profit corporation having its principal office at 3222 N Street, N.W., Washington, D.C. 20007, Advisory Neighborhood Commission 2E, a District of Columbia governmental entity (the "ANC"), Karen Tammany Cruse, an individual residing at 1259 - 35th Street, N.W., Washington, D.C. 20007, Edward L. Emes, Jr., an individual residing at 3226 N Street, N.W., Washington, D.C., and ~~Georgetown Children's House, at 3224 N Street, N.W., Washington, D.C. 20007~~ (CAG, the ANC, Ms. Cruse, Mr. Emes and ~~Georgetown Children's House~~ are hereinafter collectively referred to as the "Protestants").

WITNESSETH

WHEREAS, the Applicant proposes to operate a restaurant to be known as Crepizze European Cafe (the "Establishment") to be located at 3206 N Street, N.W., Washington, D.C. 20007; and

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control Board (the "ABC Board") is the Applicant's Application Number 33041 (the "Application") for a District of Columbia Class CR Alcoholic Beverage License (the "ABC License") for the Establishment; and

WHEREAS, the Protestants have protested the Application (Case No. 33041-94091P); and

WHEREAS, the parties desire to resolve the protest in the manner hereinafter provided;

NOW, THEREFORE, in consideration of the premises recited above and the covenants and promises set forth below, the parties agree as follows:

1. Seating. Applicant will have seating for 99 persons, indoor and outdoor.

of which no more than 30 outside



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2. Nature of Operation. The Applicant shall operate the Establishment as a bona fide restaurant in accordance with the laws of the District of Columbia and the provisions of this Settlement Agreement.

3. Hours of Operation and Food Service. The Applicant will sell alcoholic beverages on the outdoor portion of the establishment from 11 A.M. to 10 P.M., daily and weekends. Applicant may operate the outdoor seating area until midnight Friday and Saturday, and will be allowed to sell food but no alcohol during that period.

4. Parking. The Applicant will provide parking for up to ten employees of the Establishment at the parking garage in Georgetown Court. The Applicant will reimburse dinner customers of the Establishment for the cost of up to one hour of parking at the parking garage at Georgetown Court.

5. Entertainment. Applicant will not present any form of live entertainment in the Establishment and will not present any recorded music in the Establishment other than background music for dining.

6. Dancing. The Applicant will not permit any form of dancing in the Establishment.

7. Entertainment Devices. The Applicant will not permit any form of entertainment device to be installed on the premises of the Establishment. The term "entertainment device" as used in this Settlement Agreement shall mean any equipment for the showing of video tapes, any juke boxes or other devices for the playing of music by the customers of the Establishment, any device or machine for playing video games, or any device or machine designed or intended to be used for the entertainment of the customers of the Establishment in any manner other than dining.

8. Happy Hours, etc. The Applicant will not have any "happy hours" or other practices that are intended to promote the consumption of alcoholic beverages or that offer discounts on the price of alcoholic beverages.

9. Trash and Litter. The Applicant will comply with all aspects of the Civil Infractions Act and the Litter Control Act. In addition, the Applicant will cause the Establishment to maintain a trash room in which the trash generated by the Establishment will be stored until it is removed from the premises. The Applicant hereby consents to either CAG or the ANC referring any alleged violation of this Section 8 or the statutes referred to in this Section 8 to the appropriate agency of the District of Columbia Government.

10. Expansion. The Applicant agrees that, except for the installation of additional toilets, there will be no further expansion of the establishment. In addition, there will be no enclosures of any manner of the outdoor seating.

11. Deliveries. All delivery vehicles are to park in the north-south alley adjacent to the premises, and unload in the alley. Trucks will not violate the sidewalk space on N Street.

12. Landlord. Applicant to enter into agreement with landlord which shall be part of this Agreement.

13. Change in Operations. The Applicant agrees that it will not change nor request the Board for permission to make any changes, either as to size or location, to the present configuration of the restaurant area as set forth in the restaurant Certificate of Occupancy and the records of the District of Columbia Department of Consumer and Regulatory Affairs, without first ~~requesting~~ ^{obtaining} permission from the Protestants hereunder. Without limiting the generality of the preceding sentence, the Applicant shall give Protestants not less than 30 days written notice of any and all contemplated changes to the Applicant's operation of the Establishment and will not implement any such changes without the prior approval of the Protestants.

14. License Renewal. Applicant agrees to notify Protestant Edward L. Emes, Jr. of renewal of license.

15. Withdrawal of Protests. The Protestants hereby withdraw their protests of the Application and agree to provide whatever further evidence of said withdrawals may be required by the ABC Board.

16. Binding Effect. This Settlement Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which the Settlement Agreement applies.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement as of the day and year first above written.

THE CITIZENS ASSOCIATION
OF GEORGETOWN

By Patrick H. Allen
Patrick H. Allen,
Chairman, ABC Committee

ADVISORY NEIGHBORHOOD
COMMISSION 2E

By Oscar B. Turner
Oscar B. Turner, chairman

CREPIZZA, INC.

By Iraklis Karabassis
Iraklis Karabassis, President

Edward L. Enes, Jr.
Edward L. Enes, Jr.

Karen Tammany Cruse
Karen Tammany Cruse

GEORGETOWN CHILDREN'S HOUSE

By not a protestant

LANDLORD'S AGREEMENT

This Agreement by Robert R. Elliott, Sole General Partner of Georgetown Prospect Place Associates Limited Partnership, Landlord of the aforesaid premises, is part of the Settlement Agreement between Crepizze, Inc. and Protestants pertaining to the restaurant at 3206 N Street, N.W., Washington, D.C.

1. Landlord will not lease space to any establishment fronting on N Street which would sell alcoholic beverages. *ERZ*

2. Landlord agrees to guaranty and reserve parking spaces for Applicant's employees. Landlord guaranties to provide parking spaces for dinner customers of the establishment. Landlord will provide appropriate signage advertising parking for customers of Crepizze Restaurant during dinner hours at all times, with the *up to then (10)*

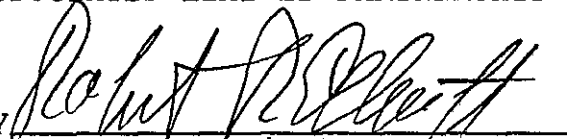
form of "full" sign subject to Protestants' approval.

3. Landlord agrees to replace vertical tree plantings.

4. Any violation of this Agreement by Landlord gives Protestants all rights of protestants to petition the ABC Board for issuance to show cause, as set forth in Paragraph 14 of the original Agreement.

GEORGETOWN PROSPECT PLACE
ASSOCIATES LIMITED PARTNERSHIP

By



Robert R. Elliott,
Sole General Partner

August 12, 1994

BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:

Crepizza, Inc.

t/a Crepizza European Cafe

Application for a Retailer's

License Class "CR" - new

at premises

3206 N Street, N.W.

Washington, D.C.

Case No. 33041-94091P

Patrick Allen, Chair, ABC Committee, on behalf of The Citizens
Association of Georgetown, Protestant

Oscar Turner, Chair, on behalf of Advisory Neighborhood Commission 2E -
Georgetown, Protestant

Edward L. Emes, Jr., Protestant

Karen Tammany Cruse, Protestant

Wade Davis, Protestant

Dimitri P. Mallios, Esquire, on behalf of Applicant

BEFORE: MARY EVA CANDON, ESQUIRE, Chairperson

JAMES C. JEFFERSON, Member

JAMES L. O'DEA, III, ESQUIRE, Member

BARBARA L. SMITH, ESQUIRE, Member

ORDER ON WITHDRAWN PROTEST

The application, having been protested, came before the Board for public hearing on June 29, 1994, in accordance with D.C. Code Section 25-115 (c)(5)(1992 Supp.), providing for remonstrants to be heard. Wade Davis, Karen Tammany Cruse, Patrick H. Allen, Chair, ABC Committee, on behalf of The Citizens Association of Georgetown, and Oscar Turner, Chair, on behalf of Advisory Neighborhood Commission 2E filed timely protest letters dated June 11, 1994, June 29, 1994, June 13, 1994 and June 16, 1994. However, the Board dismissed the protest of Wade Davis for failure to appear before the Board at the roll call hearing on June 29, 1994 to prosecute the protest allegations addressed in his letter. (Tr. p. 9, L. 5)

Crepizza, Inc.
t/a Crepizaa European Cafe
Page two

The official records reflect that the parties have now reached an Agreement which has been reduced to writing and have been properly executed and filed with the Board.^{1/} Pursuant to the Agreement, the Protestants have agreed to withdraw the opposition provided, however, that the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

Accordingly, the Board FINDS this 26th day
of October 1994 that:

1. The protests of Patrick Allen, Chair, ABC Committee, on behalf of The Citizens Association of Georgetown, Oscar Turner, Chair, on behalf of Advisory Neighborhood Commission 2E - Georgetown, Edward L. Emes, Jr., and Karen Tammany Cruse, be, and the same hereby, are WITHDRAWN;

2. The above-referenced Agreement between the parties be, and the same hereby, is INCORPORATED as part of this Order;

3. The application of Crepizaa, Inc. t/a Crepizaa European Cafe for a retailer's license class CR - new at premises 3206 N Street, N.W., be, and the same hereby, is GRANTED;

4. Copies of the Order shall be sent to the Protestants, the Attorney for the Applicant, and the Applicant.

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

Mary Eva Candon
Mary Eva Candon, Esquire
Chairman

James C. Jefferson
James C. Jefferson,
Member

James L. O'Dea, III
James L. O'Dea, III, Esquire
Member

Barbara L. Smith (925)
Barbara L. Smith, Esquire
Member

1/ See Agreement stamped date August 24, 1994.

App No 33041

SETTLEMENT AGREEMENT

Settlement Agreement made this 4th day of January, 1999, by and between CREPITZA, INC. (the "Licensee"), a District of Columbia corporation having its principal office at 3206 N Street, N.W., Washington, D.C., The Citizens Association of Georgetown ("CAG"), a District of Columbia not-for-profit corporation having its principal office at 3222 N Street, N.W., Washington, D.C. 20007, Karen Tammany Cruse, an individual residing at 1259 35th Street, N.W., Washington, D.C. 20006, and Edward L. Emes, Jr., an individual residing at 3226 N Street, N.W., Washington, D.C. 20007 (CAG, Ms. Cruse and Mr. Emes are hereinafter collectively referred to as the "Protestants").

W I T N E S S E T H:

WHEREAS, Licensee operates a restaurant known as Il Teatro (the "Establishment"), located at 3206 N Street, N.W., Washington, D.C. 20007; and

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control Board (the "ABC Board") is the Licensee's Renewal Application No. 33041 (the "Application") for a District of Columbia Class CR Alcoholic Beverage License (the "ABC License") for the Establishment; and

WHEREAS, Edward L. Emes, Jr. has protested the Application; and

WHEREAS, the parties desire to resolve the protest in the manner hereinafter provided; and

WHEREAS, the parties previously executed a Settlement Agreement on the 24th day of March, 1998; and

WHEREAS, the parties agree that this is the final Settlement Agreement between the parties and it supercedes the previous Agreement;


NOW, THEREFORE, in consideration of the premises recited above and the covenants and promises set forth below, the parties agree as follows:

1. Seating. Licensee will have seating for 150 persons, 95 inside and 55 outside.

2. Nature of Operation. The Licensee shall operate the Establishment as a bona fide restaurant in accordance with the laws of the District of Columbia and the provisions of this Settlement Agreement. Permission is granted for the Licensee to change the space designated as store 29 on the Lease as a private dining room. In addition, if in the future Licensee leases premises presently

ALCOHOLIC BEVERAGE CONTROL BOARD
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used by the cleaners, then Licensee may use this space also as a private dining room.

3. Parking. The Licensee will provide parking for up to five employees of the Establishment at the parking garage in Georgetown Court. The Licensee will reimburse the dinner customers of the Establishment for the cost of up to one hour of parking at the parking garage at Georgetown Court. 

4. Entertainment. Licensee will not present any form of live entertainment in the Establishment and will not present any recorded music in the Establishment other than background music for dining, except that it can have live music during brunch on Sundays.

5. Dancing. Licensee will not permit any form of dancing in the Establishment.

6. Entertainment Devices. The Licensee will not permit any form of entertainment device to be installed on the premises of the Establishment. The term "entertainment device" as used in this Settlement Agreement shall mean any equipment for the showing of video tapes, any juke boxes or other devices for the playing of music by the customers of the Establishment, any device or machine for playing video games, or any device or machine designed or intended to be used for the entertainment of the customers of the Establishment in any manner other than dining.

7. Happy Hours, etc. Licensee will not have any "happy hours" or other practices that are intended to promote the consumption of alcoholic beverages or that offer discounts on the price of alcoholic beverages.

8. Trash and Litter. The Licensee will comply with all aspects of the Civil Infractions Act and the Litter Control Act. In addition, the Licensee will cause the Establishment to maintain a trash room in which the trash generated by the Establishment will be stored until it is removed from the premises. The Licensee hereby consents to the Protestant referring any alleged violation of this Section or the statutes referred to in this Section to the appropriate agency of the District of Columbia Government. Licensee will replace the existing chain link fence with a fence of appropriate height and character for the neighborhood.

9. Expanding. Prior to any enclosures of any existing outdoor seating, Licensee agrees that it will meet with Protestants to review plans and resolve any issues of concern, and obtain Protestant's consent.

10. Deliveries. Licensee will use its best efforts to insure that delivery vehicles to its Establishment unload the goods for the Establishment in the north-south alley adjacent to the premises. Trucks shall not violate the sidewalk space on N Street.

11. Conditions of License. The Licensee will adhere to the conditions of the license for the Establishment and it is understood that the provisions of this Settlement Agreement become a part of the conditions of the license. The parties agree that any failure of the Licensee to adhere to the provisions of this Settlement Agreement shall constitute grounds for the Protestants to petition the ABC Board for initiation of a Notice to Show Cause Hearing pursuant to 23 DCMR Section 1513.5.

12. Withdrawal of Protest. The Protestants hereby withdraw the protest of the Application and agree to provide whatever further evidence of said withdrawal may be required by the ABC Board.

13. Binding Effect. This Settlement Agreement shall be binding upon and enforceable against the successors and assigns of the Licensee.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement as of the day and year first above written.

CREPIZZA, INC.

Paul J. Enes, Jr.
By: Paul J. Enes, Jr.

THE CITIZENS ASSOCIATION
OF GEORGETOWN

Patrick H. Allen
Patrick H. Allen,
Chairman, ABC Committee.

Karen Tammany Cruse
Karen Tammany Cruse

Edward L. Enes, Jr.

**BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of :

Crepizza, Inc.
t/a Ilteatro

Application for a Retailer's License
CR – renewal
at premises
3206 N Street, N.W.
Washington, D.C.

Case No. 33041-99009P

Dimitri P. Mallios, Esquire, on behalf of Applicant

Edward Emes, Jr., Protestant

**BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Allen Beach, Member
Ellen Oppen-Weiner, Esquire, Member
Max Salas, Member
Joseph Wright, Member**

ORDER ON WITHDRAWN PROTEST

The application, having been protested, came before the Board for public hearing on October 28, 1998, in accordance with D.C. Code Section 25-115(c)(5)(1999 Supp.), providing for the protestant to be heard. Edward Emes, Jr., filed a timely protest letter dated October 2, 1998.

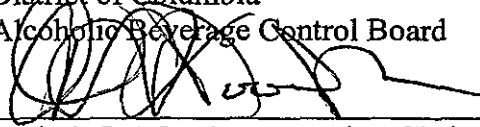
The official records of the Board reflect that the parties have now reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated January 4, 1999, the protestant has agreed to withdraw the opposition, provided however, the Board's approval of the pending amendment to the application is conditioned.

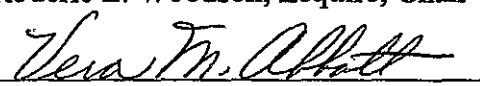
Accordingly, it is this 29th day of September 1999, **ORDERED** that:


Crepiza, Inc.
t/a Ilteatro
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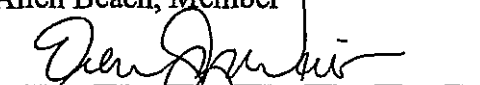
1. The protest of Edward Emes, Jr., be, and the same hereby, is **WITHDRAWN**;
2. The application of Crepiza, Inc. t/a Ilteatro for a retailer's class CR license (renewal) at premises 3206 N Street, N.W., Washington, D.C., be, and the same hereby, is **GRANTED**;
3. The above-referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**; and,
4. Copies of this Order shall be sent to the Protestant and the Applicant.

District of Columbia
Alcoholic Beverage Control Board


Roderic L. Woodson, Esquire, Chair


Vera Abbott, Member


Allen Beach, Member


Ellen Oppen-Weiner, Esquire, Member


Max Salas, Member

Joseph Wright